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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

THE HANOVER INSURANCE
COMPANY,

Plaintiff,

v.

TLC INVESTING, LLC, et al.,

Defendants.

2:11-CV-711 JCM (LRL)

ORDER

Presently before the court is plaintiff Hanover Insurance Company's motion for preliminary injunction. (Doc. #7). To date, defendants have not responded.

"A plaintiff seeking a preliminary injunction must establish that he is likely to succeed on the merits, that he is likely to suffer irreparable harm in the absence of preliminary relief, that the balance of equities tips in his favor, and that an injunction is in the public interest." *Winter v. Nat. Resources Def. Council, Inc.*, 129 S. Ct. 365, 374 (2008).

On May 16, 2011, this court denied (doc. #8) plaintiff's motion for temporary restraining order (doc. #2), finding that plaintiff had failed to show a likelihood of irreparable harm. (Doc. #8 at 2:8-9):

Although Hanover alleges that "[t]his is not simply an issue of monetary loss; rather it is an issue of impairing Hanover's expectation and requiring it to suffer any loss, even if only temporary, associated with the performance of the Indemnitor Defendants' duties[,]" that alone is insufficient to pass muster under the *Winter* test. See *Elias v. Connnett*, 908 F.2d 521, 526-27 (9th Cir. 1990) (declining to issue a temporary restraining order where the plaintiff fails to show "more than mere monetary harm"). Plaintiff has alleged nothing more than monetary loss. Therefore, the court also finds that the plaintiff has failed to meet the third prong of the *Winter* test. Hanover in fact has an adequate remedy at law, to sue under the indemnity agreement and recover the disputed funds.

1 The court finds these considerations equally applicable to the motion for a preliminary injunction.
2 The plaintiff has again failed to demonstrate a likelihood of irreparable harm.

3 Accordingly,

4 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that plaintiff's motion for
5 preliminary injunction (doc. #7) is DENIED without prejudice.

6 DATED June 9, 2011.

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9 UNITED STATES DISTRICT JUDGE